Special Terms and Conditions for Livestock Grazing on
McLain Waterfowl Production Area (WPA)
2021-2025

1. **Description of age classes:** AUM conversion factors for cow/calf pairs, yearlings (heifers), and bulls will be determined by the Regional Office in Denver, Colorado.

2. **Fencing:** The boundary fence is approximately 9,500 ft. in length consisting of four-strand barbed wire. Boundary fence must be repaired using barbed wire. All repairs and upgrades to the boundary fence become property of the U.S. Fish and Wildlife Service. The permittee will supply all labor to repair permanent boundary fence. Additional fencing may be needed from year to year due to degradation by weather or other animals. Labor and material costs should be figured into the permittees bid for grazing. All temporary fencing materials needed to contain livestock on agreed upon units will be supplied and erected by the permittee. All fences must be adequate to keep cattle in the unit. All temporary fencing materials must be removed after contract is over.

All fences, gates or other WPA structures or facilities damaged or altered must be repaired, restored or replaced per Unit Manager's specifications.

3. **Off Road Travel:** Off road travel is normally not allowed. Use of trucks, tractors, or other large vehicles for driving or gathering cattle is not permitted. Horses and ATV's may be used for moving and checking cattle and/or the checking and repair of fences. **Trucks can only be used in emergency situations with FWS staff approval.**

4. **Grazing Length:** The contract will begin in 2021 and go through 2025 (5 years). There are four paddocks or units (1a, 1b, 2, and 3) with a total of 53 acres on the McLain WPA. At least one unit will be grazed during the grazing season. The rotation, length of grazing, and/or resting units may change from year to year. The number of livestock and precipitation levels will determine length of grazing in each pasture during the year. The grazing system will be a once-over rotation and the movement of livestock to the different units is the responsibility of the permittee. Failure to move livestock within the specified dates is cause for termination of the permit.

5. Payment: The USFWS will provide a detailed bill. Permittee will pay 75% to the Valley City WMD to go toward habitat improvement projects such as seed, fencing projects, etc. The other 25% will be payed to the Regional Office. Permittee must pay their bill on an annual basis and before the date provided on the bill. Failure to do so will result termination of the contract.

6. Watering Livestock: Permittee may use existing slough water on site or bring in water at their expense.

7. Subleasing: No leasing is permitted. Subleasing will result in revocation of the Special Use Permit. Permittee must own their cows. Documentation may be requested by district staff.

8. Insurance: Permittee must insure cattle. USFWS is not liable for any loss, stolen, killed, or injured cattle.

9. Pesticide Usage: Dust bags, oilers, or other insecticide treatment or sprays may not be used on the WPA. Treated ear tags may be used.

10. Other Chemicals: Application of herbicide, fungicide or insecticide on the Waterfowl Production Area by the permittee is prohibited.

11. **Notification of Cattle Moves:** Unit Manager will provide permittee with cattle entry and removal dates for the grazing units. Permittee is not allowed to move cattle into a new unit without prior Unit Manger approval. The Unit Manager should be contacted in any emergency situations or any changes to the grazing rotation.

12. **Supplemental Feeding:** Supplemental feeding may be allowed in a grazing unit, only with prior authorization by the manager. The small supplemental feeders contain mineral blocks and can easily be moved by hand as needed to reduce soil erosion caused by the heavy animal impact. All supplemental feeding devices must be removed from the grazing unit within 30 days of the cattle removal. Any devices left after this date will be disposed of by refuge staff.

13. **Control and Care of Cattle:** Permittee is responsible for maintaining control of their cattle and preventing damage to any neighboring property. Permittee is also responsible for care of their cattle. Refuge personnel will not assist with fence building, watering, and herding or gathering stray animals. Permittee is responsible for maintaining insurance in case of damage to other private lands.

14. **State Livestock Laws:** The permittee will be required to comply with all North Dakota state livestock laws.

15. **Padlocks:** If locks on gates are needed, the refuge must provide the locks and keys for the gates.

16. **Permit Compliance:** Failure to comply with these terms and conditions may result in forfeiture of future cooperative agriculture opportunities or additional fees. Failure to remove cattle after request by Unit Manager may lead to a penalty fee of $1.00 per head/per day. If circumstances arise that prevent the permittee to complying with permit conditions, the permittee must provide notice to staff in advance.